

JAN 31 2005

**Yee &
Associates, P.C.**4100 Alpha Road
Suite 1100
Dallas, Texas 75244Main No. (972) 385-8777
Facsimile (972) 385-7766**Facsimile Cover Sheet**

To: Commissioner for Patents for Examiner Pierre E. Elsca Group Art Unit 3621	Facsimile No.: 703/872-9306
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<p>Re: Application No. 09/827,431 Attorney Docket No: CA920000034US1</p> <p>Date: Monday, January 31, 2005</p>	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Albazz et al.

Group Art Unit: 3621

Serial No.: 09/827,431

Examiner: Elisca, Pierre E.

Filed: April 6, 2001

Attorney Docket No.: CA920000034US1

For: System and Method for
Generating a Contract and
Conducting Contractual Activities
Under the Contract

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Respectfully submitted,

Duke W. Yee
Duke W. Yee
Registration No. 34,285
YEE & ASSOCIATES, P.C.
P.O. Box 802333
Dallas, Texas 75380
(972) 385-8777
ATTORNEY FOR APPLICANTS

JAN 31 2005

Docket No. CA920000034US1

PATENT

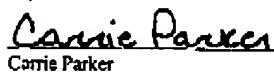
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: **Albazz et al.** §
Serial No. 09/827,431 § Group Art Unit: 3621
Filed: **April 6, 2001** § Examiner: **Elisca, Pierre E.**
For: **System and Method for** §
Generating a Contract and §
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Under the Contract §

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Alexandria, VA 22313-1450, facsimile number (703) 872-9306
on January 31, 2005.

By:


Connie Parker

APPEAL BRIEF (37 C.F.R. 41.37)

This brief is in furtherance of the Notice of Appeal, filed in this case on November 30, 2004.

The fees required under § 41.20(B)(2), and any required petition for extension of time for filing this brief and fees therefore, are dealt with in the accompanying TRANSMITTAL OF APPEAL BRIEF.

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REAL PARTY IN INTEREST

The real party in interest in this appeal is the following party: International Business Machines Corporation.

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RELATED APPEALS AND INTERFERENCES

With respect to other appeals or interferences that will directly affect, or be directly affected by, or have a bearing on the Board's decision in the pending appeal, there are no such appeals or interferences.

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STATUS OF CLAIMS

A. TOTAL NUMBER OF CLAIMS IN APPLICATION

Claims in the application are: 1-48

B. STATUS OF ALL THE CLAIMS IN APPLICATION

1. Claims canceled: 15, 18, 28, 37 and 47
2. Claims withdrawn from consideration but not canceled: none
3. Claims pending: 1-14, 16, 17, 19-27, 29-36, 38-46 and 48
4. Claims allowed: none
5. Claims rejected: 1-14, 16, 17, 19-27, 29-36, 38-46 and 48

C. CLAIMS ON APPEAL

The claims on appeal are: 1-14, 16, 17, 19-27, 29-36, 38-46 and 48

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STATUS OF AMENDMENTS

An amendment after final was filed by Appellants on October 27, 2004. The status of such amendment is unknown, as the advisory action dated 11/23/2004 did not indicate whether such amendment would be entered. However, this amendment did not amend any claims, but merely argued that the rejection of all pending claims was in error.

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SUMMARY OF CLAIMED SUBJECT MATTER**A. CLAIM 1 - INDEPENDENT**

Claim 1 is directed to a system for generating a contract between at least one seller and at least one buyer. Included in such system is a computer for (1) storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract (Specification page 14, line 5 – page 15, line 21; Figure 2), (2) storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules (Specification page 15, line 22 – page 18, line 5; Figure 4), (3) generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (Specification page 15, line 22 – page 16, line 11; Figure 3), and (4) interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract (Specification page 21, lines 19-23; page 22, lines 1-5; Specification page 25, lines 18-24; Figure 8).

B. CLAIM 7 - INDEPENDENT

Claim 7 is directed to a method of generating a contract between at least one seller and at least one buyer. The method comprises steps of (1) storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract (Specification page 14, line 5 – page 15, line 21; Figure 2), (2) storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules (Specification page 15, line 22 – page 18, line 5; Figure 4), (3) generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (Specification page 15, line 22 – page 16, line 11; Figure 3), and (4) interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract (Specification page 21, lines 19-23; page 22, lines 1-5; Specification page 25, lines 18-24; Figure 8).

C. CLAIM 14 - INDEPENDENT

Claim 14 is directed to a system for conducting a contractual activity over a computer network pursuant to a contract between at least one seller and at least one buyer, the contract comprising a predefined set of terms and conditions. This activity may be considered to be post-contract processing or fulfillment of the contract itself. Included with such system is (1) a communications interface for receiving information from one of the seller and the buyer, where the communications interface displays selected information based on terms and conditions in the contract (Specification page 10, lines 18-23, page 26, lines 1-10), and (2) a computer for (i) storing the contract terms and conditions, (ii) receiving the information and (iii) referencing the terms and conditions of the contract to process the information (Specification page 23, lines 3-13; Figures 10 and 11).

D. CLAIM 17 - INDEPENDENT

Claim 17 is directed to a method of conducting a contractual activity over a computer network pursuant to a contract between at least one seller and at least one buyer, the contract comprising a predefined set of terms and conditions. The method comprises steps of (1) storing the contract terms and conditions (Specification page 23, lines 3-13; Figures 10 and 11), (2) receiving information from one of the seller and the buyer via a communications interface, where the communications interface displays selected information based on terms and conditions in the contract (Specification page 10, lines 18-23, page 26, lines 1-10), and (3) referencing the terms and conditions of the contract to process the information (Specification page 23, lines 3-13; Figures 10 and 11).

E. CLAIM 20 - INDEPENDENT

Claim 20 is a computer program product claim comprising code for performing the method recited in Claim 7.

F. CLAIM 27 - INDEPENDENT

Claim 27 is a computer program product claim comprising code for performing the method recited in Claim 17.

G. CLAIM 30 - INDEPENDENT

Claim 30 is directed to a system for generating a contract between at least one seller and at least one buyer. Including in such system is (1) at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract (Specification page 14, line 5 – page 15, line 21; Figure 2), (2) at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules (Specification page 15, line 22 – page 18, line 5; Figure 4), (3) means for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (Specification page 15, line 22 – page 16, line 11; Figure 3), and (4) means for interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract (Specification page 21, lines 19-23; page 22, lines 1-5; Specification page 25, lines 18-24; Figure 8).

H. CLAIM 31 – DEPENDENT WITH MEANS-PLUS-FUNCTION ELEMENT

The claimed means for storing and means for linking is described in the Specification at page 9, lines 13-19.

I. CLAIM 36 - INDEPENDENT

Claim 36 is directed to a processing system for conducting a contractual activity over a computer network pursuant to a contract between at least one seller and at least one buyer, the contract comprising a predefined set of terms and conditions. The system comprises (1) a communications interface for receiving information from one of the seller and the buyer, means for storing the contract terms and conditions, where the communications interface displays selected information based on terms and conditions in the contract (Specification page 10, lines 18-23, page 26, lines 1-10), and (2) means for referencing the terms and conditions of the contract to process the information (Specification page 23, lines 3-13; Figures 10 and 11).

J. CLAIM 39 - INDEPENDENT

Claim 39 is a computer program product claim comprising code for performing the method recited in Claim 7.

K. CLAIM 46 - INDEPENDENT

Claim 46 is a computer program product claim comprising code for performing the method recited in Claim 17.

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GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL**A. GROUND OF REJECTION 1 (Claims 1-14, 16, 17, 19-27, 29-36, 38-46 and 48)**

Claims 1-14, 16, 17, 19-27, 29-36, 38-46 and 48 stand rejected under 35 U.S.C. § 103 as being unpatentable over Shkedy (U.S. Pat. No. 6,260,024) in view of Hoyt et al. (U.S. Pat. No. 6,067,531).

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ARGUMENT

A. GROUND OF REJECTION 1 (Claims 1-14, 16, 17, 19-27, 29-36, 38-46 and 48)

Generally speaking, the present invention is directed to a synergistic co-action of elements, including a compilation of business rules and a terms and conditions set corresponding to selected rules from the compilation of rules, that are linked and interlocked together, offering component granularity that can easily be modified or adapted to support a plurality of different business models or workflows, and in addition allows flexible access control of the resulting generated entities.

A.1. Claim 1 (and Claims 7, 20, 30 and 39)

In rejecting claims under 35 U.S.C. Section 103, the examiner bears the initial burden of presenting a prima facie case of obviousness. *In re Oetiker*, 977 F.2d 1443, 1445, 24 USPQ2d 1443, 1444 (Fed. Cir. 1992). Only if that burden is met, does the burden of coming forward with evidence or argument shift to the applicant. *Id.*

To establish prima facie obviousness of a claimed invention, all of the claim limitations must be taught or suggested by the prior art. MPEP 2143.03 (emphasis added by Appellants). *See also, In re Royka*, 490 F.2d 580 (C.C.P.A. 1974). If the examiner fails to establish a prima facie case, the rejection is improper and will be overturned. *In re Fine*, 837 F.2d 1071, 1074, 5 USPQ2d 1596, 1598 (Fed. Cir. 1988).

Appellants will now show that the Examiner has failed to establish a prima facie showing of obviousness, and thus the burden has not shifted to Appellants to rebut an obviousness assertion. In addition, as a prima facie case of obviousness has not been made, the rejection is shown to be improper, per *In re Fine*, *Id.*

A.1(i). With respect to Claim 1 (and dependent Claims 2-6), Appellants urge that none of the cited references teach or suggest the claimed feature of “storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules”. In rejecting Claim 1, the Examiner alleges that the cited Shkedy reference teaches “storing set containing parameters (see., abstract, figs 2 and 3, col. 2, lines 1-9, col. 5, lines 32-

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67)". The Examiner acknowledges that the cited Shkedy reference fails to explicitly disclose a compilation of business rules or storing terms and conditions. The Examiner then goes on to state that the cited Hoyt reference teaches a client applet that 'enforces' business rules to qualify a contract for expedited approval. This business rule enforcement assertion does not establish a teaching or suggestion by Hoyt of a terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules". This claimed feature advantageously provides an ability for logic associated with the business rules to use execution parameters. For example, if the business rules contain logic to determine a discounted price, the corresponding terms and conditions instance in the terms and conditions set would set the discount percentage (Specification page 16, lines 4-7). Claim 1 is thus shown to have been erroneously rejected as there is at least one missing claimed element not taught or suggested by the cited references.

A.1(ii). Further with respect to Claim 1 (and dependent Claims 2-6), Appellants urge that none of the cited references teach or suggest the claimed feature of generating links between (1) the compilation of business rules and (2) the terms and conditions set to generate specific terms and conditions to be embodied in the contract. This claimed link generating step allows for generation of specific terms and conditions using the business rules, thus advantageously providing a hierarchical relationship where business rules for an entire business can be defined/described in the business rules, which can then be customized to generate specific terms and conditions for a contract (Specification page 16, lines 8-11; FIG. 3).

In rejecting this claimed feature, the Examiner cites Shkedy Col. 5, lines 7-60 and Shkedy FIG. 5 as teaching "generating links between the contract". Appellants show that Claim 1 does not merely recite generating links between the contract, but rather recites that these generated links are between (i) the compilation of business rules, and (ii) the terms and conditions set. Thus, the links are between multiple recited items – the business rules and the terms/conditions set. **A mere assertion of links between a contract does not establish links between business rules and a terms and conditions set.** Thus, the Examiner has failed to establish a *prima facie* showing of obviousness with respect to Claim 1, per *In re Oetiker*, supra. Since a *prima facie* case of obviousness has not been made, the rejection of Claim 1 is improper, per *In re Fine*,

supra. Claim 1 is thus further shown to have been erroneously rejected as there is at least one additional missing claimed element not taught or suggested by the cited references.

A.1(iii). Further with respect to Claim 1, there is no teaching or suggestion of the claimed step of "interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract". In rejecting this aspect of Claim 1, the Examiner merely alleges that the cited Shkedy reference teaches 'interlocking the links to lock the contract (see., col 7, lines 26-42)". Appellants show multiple errors in such assertion with respect to Claim 1, as follows.

First, as shown above, the cited reference does not teach or suggest the claimed "links" between the business rules and terms and conditions, so it therefore cannot teach or suggest an interlocking step which uses such (non-existent) links. Secondly, a mere assertion of a teaching of "interlocking the links to lock the contract" does not establish a teaching or suggestion of interlocking (i) the compilation of business rules, (ii) the terms and conditions set *and* (iii) the links to lock the contract, as explicitly recited in Claim 1. Thus, the Examiner is further shown to have failed to establish a *prima facie* showing of obviousness with respect to Claim 1, as there are missing claimed features not alleged to be taught or suggested by the cited references. Therefore, Claim 1 is still further shown to have been erroneously rejected by the Examiner as there are still further missing claimed elements not taught or suggested by the cited references.

A.2. Claim 2 (and Claims 8, 21, 31 and 40)

With respect to Claim 2, Appellants urge that none of the cited references teach or suggest, nor has the Examiner alleged any teaching or suggestion of, the claimed feature of "the computer further stores at least one product list filter for generating a list of a specified subset of products from a master list of products, and generates links between the product list filter, the terms and conditions set and the master list of products". Thus, the Examiner has failed to establish a *prima facie* showing of obviousness with respect to Claim 2, the burden has not shifted to Appellants to rebut an obviousness assertion, and the rejection of Claim 2 is thus improper as a *prima facie* case of obviousness has not been made.

A.3. Claim 3 (and Claims 9, 22, 32 and 41)

With respect to Claim 3, Appellants urge that none of the cited references teach or suggest, nor has the Examiner alleged any teaching or suggestion of, the claimed feature of "the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products". Thus, the Examiner has failed to establish a *prima facie* showing of obviousness with respect to Claim 3, the burden has not shifted to Appellants to rebut an obviousness assertion, and the rejection of Claim 3 is thus improper as a *prima facie* case of obviousness has not been made.

A.4. Claim 6 (and Claims 12, 25, 35 and 44)

With respect to Claim 6, Appellants urge that none of the cited references teach or suggest the claimed feature of "the contract is locked by the implementation of digital signatures". In rejecting Claim 6, the Examiner states that this feature is disclosed by Shkedy figs 2, 12 and 14, specifically signature keys, col 47-67. Appellants first show that the cited reference does not have cols 47-67 (the patent ends at col. 32). This discrepancy previously was pointed by Appellants in their previous Response to Office Action filed on June 2, 2004, yet the Examiner continues to maintain this erroneous citation to the reference in the present claim rejection.

As to the assertion with respect to Shkedy Figs 2, 12 and 14, while figure 14 does show use of a key, the key is not used to lock a contract, as claimed. Rather, this Shkedy key is used in conjunction with cryptographic techniques to authenticate the seller's bid (Shkedy Col. 22, lines 47-60). A teaching of bid authentication does not teach or suggest locking of a contract, as authentication does not provide any type of locking, and a bid is not a contract. Thus, Claim 6 is further shown to have been erroneously rejected as there is a missing claimed feature not taught or suggested by the cited references.

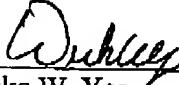
A.5. Claims 14 and 16 (and Claims 17, 19, 27, 29, 36, 38, 46 and 48)

With respect to Claim 14, Appellants urge that none of the cited references teach or suggest, nor has the Examiner alleged any teaching or suggestion of, any type of post-contract processing. Specifically, there is no teaching or suggestion, or alleged teaching or suggestion, of "A system for *conducting a contractual activity* over a computer network *pursuant to a contract*".

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between at least one seller and at least one buyer, the contract comprising a predefined set of terms and conditions". In addition, Appellants show that none of the cited references teach or suggest, nor has the Examiner alleged any teaching or suggestion of, the claimed features of "wherein the communications interface *displays selected information based on terms and conditions in the contract*", or a computer for "receiving the information and *referencing the terms and conditions of the contract to process the information*". Thus, the Examiner has failed to establish a prima facie showing of obviousness with respect to Claim 14, the burden has not shifted to Appellants to rebut an obviousness assertion, and the rejection of Claim 14 is thus improper as a prima facie case of obviousness has not been made.

In conclusion, it is respectfully urged that all claims have been erroneously rejected by the Examiner under 35 U.S.C. § 103. Accordingly, Appellants request that the rejection of such claims be reversed by the Board.


Duke W. Yee
Reg. No. 34,285
Wayne P. Bailey
Reg. No. 34, 289
YEE & ASSOCIATES, P.C.
PO Box 802333
Dallas, TX 75380
(972) 385-8777

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CLAIMS APPENDIX

The text of the claims involved in the appeal are:

1. A system for generating a contract between at least one seller and at least one buyer, comprising
a computer for:
storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,
storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,
generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.
2. The system as defined in claim 1 in which the computer further stores at least one product list filter for generating a list of a specified subset of products from a master list of products, and generates links between the product list filter, the terms and conditions set and the master list of products.
3. The system as defined in claim 2 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

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4. The system as defined in claim 2 in which the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer.
5. The system as defined in claim 4 in which the product list filter is a dynamic element.
6. The system as defined in claim 1 in which the contract is locked by the implementation of digital signatures.
7. A method of generating a contract between at least one seller and at least one buyer, comprising the steps of:
 - a. storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,
 - b. storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,
 - c. generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and
 - d. interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.
8. The method as defined in claim 7 including the additional steps of:
 - a. storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and

b. generating links between the product list filter, the terms and conditions set and the master list of products.

9. The method as defined in claim 8 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

10. The method as defined in claim 8 in which the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer.

11. The method as defined in claim 10 in which the product list filter is a dynamic element.

12. The method as defined in claim 7 in which the contract is locked by the implementation of digital signatures.

13. The method as defined in claim 7 including, between steps c. and d., the step of: communicating the contract to the seller or to the buyer for amendment or approval.

14. A system for conducting a contractual activity over a computer network pursuant to a contract between at least one seller and at least one buyer, the contract comprising a predefined set of terms and conditions, comprising:

a communications interface for receiving information from one of the seller and the buyer, wherein the communications interface displays selected information based on terms and conditions in the contract, and

a computer for storing the contract terms and conditions, receiving the information and referencing the terms and conditions of the contract to process the information.

16. The system as defined in claim 14 in which the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the communications interface displays a filtered products list comprising a subset of products from a master product list.

17. A method of conducting a contractual activity over a computer network pursuant to a contract between at least one seller and at least one buyer, the contract comprising a predefined set of terms and conditions, comprising the steps of:

- a. storing the contract terms and conditions,
- b. receiving information from one of the seller and the buyer via a communications interface, wherein the communications interface displays selected information based on terms and conditions in the contract, and
- c. referencing the terms and conditions of the contract to process the information.

19. The method as defined in claim 17 including the step of providing the contract with representation criteria comprising product selection criteria or products exclusion criteria, or

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both, wherein the communications interface displays a filtered products list comprising a subset of products from a master product list.

20. A computer program product for use with a computer, the computer program product comprising a computer usable medium having computer readable program code embodied in said medium for generating a contract between at least one seller and at least one buyer, said computer program product having

- a. computer readable program code means for storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,
- b. computer readable program code for storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,
- c. computer readable program code for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and
- d. computer readable program code for interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

21. The computer program product as defined in claim 20 including program code embodied in said medium for:

- a. storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and
- b. generating links between the product list filter, the terms and conditions set and the master list of products.

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22. The computer program product as defined in claim 21 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.
23. The computer program product as defined in claim 21 in which the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer.
24. The computer program product as defined in claim 23 in which the product list filter is a dynamic element.
25. The computer program product as defined in claim 24 in which the contract is locked by the implementation of digital signatures.
26. The computer program product as defined in claim 24 including program code embodied in said medium for communicating the contract to the seller or to the buyer for amendment or approval.
27. A computer program product for use with a computer, the computer program product comprising a computer usable medium having computer readable program code embodied in said medium for conducting a contractual activity over a computer network pursuant to a contract between at least one seller and at least one buyer, the contract comprising a predefined set of terms and conditions, said computer program product having

- a. computer readable program code for storing the contract terms and conditions,
- b. computer readable program code for receiving information from one of the seller and the buyer via a communications interface, wherein the communications interface displays selected information based on terms and conditions in the contract, and
- c. computer readable program code for referencing the terms and conditions of the contract to process the information.

29. The computer program product as defined in claim 27 including the step of providing the contract with representation criteria comprising product selection criteria or products exclusion criteria, or both, wherein the communications interface displays a filtered products list comprising a subset of products from a master product list.

30. A system for generating a contract between at least one seller and at least one buyer, comprising:

- at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,
- at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,
- means for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

means for interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

31. The system as defined in claim 30 comprising means for storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and means for generating links between the product list filter, the terms and conditions set and the master list of products.
32. The system as defined in claim 31 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.
33. The system as defined in claim 31 in which the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer.
34. The system as defined in claim 33 in which the product list filter is a dynamic element.
35. The system as defined in claim 30 in which the contract is locked by the implementation of digital signatures.
36. A processing system for conducting a contractual activity over a computer network pursuant to a contract between at least one seller and at least one buyer, the contract comprising a predefined set of terms and conditions, comprising:

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a communications interface for receiving information from one of the seller and the buyer, means for storing the contract terms and conditions, wherein the communications interface displays selected information based on terms and conditions in the contract, and means for referencing the terms and conditions of the contract to process the information.

38. The system as defined in claim 36 in which the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the communications interface displays a filtered products list comprising a subset of products from a master product list.

39. A program product for use with a computer, having computer readable program code for generating a contract between at least one seller and at least one buyer, the program product comprising:

- a. computer readable program code for storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,
- b. computer readable program code for storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,
- c. computer readable program code for generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and
- d. computer readable program code for interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

40. The program product as defined in claim 39 including:
 - a. computer readable program code for storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and
 - b. computer readable program code for generating links between the product list filter, the terms and conditions set and the master list of products.
41. The program product as defined in claim 40 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.
42. The program product as defined in claim 40 in which the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer.
43. The program product as defined in claim 42 in which the product list filter is a dynamic element.
44. The program product as defined in claim 43 in which the contract is locked by the implementation of digital signatures.
45. The program product as defined in claim 43 including computer readable program code for communicating the contract to the seller or to the buyer for amendment or approval.
46. A program product for use with a computer, having computer readable program code for conducting a contractual activity over a computer network pursuant to a contract between at least

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one seller and at least one buyer, the contract comprising a predefined set of terms and conditions, the program product comprising:

- a. computer readable program code for storing the contract terms and conditions,
- b. computer readable program code for receiving information from one of the seller and the buyer via a communications interface, wherein the communications interface displays selected information based on terms and conditions in the contract, and
- c. computer readable program code for referencing the terms and conditions of the contract to process the information.

48. The program product as defined in claim 46 including the step of providing the contract with representation criteria comprising product selection criteria or products exclusion criteria, or both, wherein the communications interface displays a filtered products list comprising a subset of products from a master product list.

EVIDENCE APPENDIX

There is no evidence to be presented.

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RELATED PROCEEDINGS APPENDIX

There are no related proceedings.

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